

Delta Dental Plan of Michigan, Inc.  
[P.O. Box 30416  
Lansing, MI 48909-7916]

## MAINE AGREEMENT AND CONSIDERATION

Your dental coverage is underwritten by Renaissance Life & Health Insurance Company of America, a life, accident, and health insurer, and administered by Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation (hereinafter collectively referred to as "Delta Dental"). Delta Dental will pay Benefits for Covered Services as set forth in this Policy. This Policy is issued in exchange for and on the basis of the statements made on your application and payment of the first premium. It takes effect on the Effective Date shown on your Summary of Dental Plan Benefits. It will remain in force for such further periods for which it is renewed automatically upon payment of premium. All periods will begin and end at 12:01 A.M., Standard Time, where you live.

## 10-DAY RIGHT TO EXAMINE AND RETURN THIS POLICY

Please read this Policy. If you are not satisfied, you may return the Policy within 10 days after you received it. Mail or deliver it to Delta Dental or to your agent. Any premium paid will be refunded. This Policy will then be void from its start.

This Policy is signed for the Underwriting Company, Renaissance Life & Health Insurance Company of America, as of its Effective Date.

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Secretary  
Renaissance Life & Health Insurance Company  
of America

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President  
Renaissance Life & Health Insurance Company of  
America

## THIS DENTAL POLICY IS CONDITIONALLY RENEWABLE REFER TO RENEWABILITY AND TERMINATION PROVISION

## READ YOUR POLICY AND SUMMARY OF DENTAL PLAN BENEFITS CAREFULLY

This Policy is a legal contract between the Insured and Renaissance Life & Health Insurance Company of America.

**Notice to Buyer: This Policy provides dental benefits only.**

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## **DEFINITIONS**

- A. Allowed Amount** – means the maximum dollar amount we will base Benefit payment upon for any Covered Service. We determine the Allowed Amount based on treatment rendered and fees charged by a sample of Dentists of similar training within your geographic area.
- B. Benefit Year** – means the calendar year beginning on January 1, unless otherwise shown on the Summary of Dental Plan Benefits.
- C. Benefits** – means payment for Covered Services under the Policy.
- D. Children** – means the Insured's natural Children, stepchildren, adopted Children, foster Children placed in the foster home, or Children by virtue of legal guardianship, including Children residing with the Insured during the waiting period for legal adoption or guardianship.
- E. Coinsurance** – means the percentage of the Allowed Amount for Covered Services that the Insured must pay toward treatment.
- F. Completion Dates** – Some procedures may require more than one appointment. Treatment is complete:
- For dentures and partial dentures, on the delivery date;
  - For crowns and bridgework, on the cementation date;
  - For root canals and periodontal treatment, on the date of the final procedure that completes treatment.
- G. Copayment** – means the dollar amount that the Insured must pay toward dental treatment.
- H. Covered Services** – means the unique dental services selected for Benefits as described in the Summary of Dental Plan Benefits and subject to the terms and conditions of this Policy.
- I. Deductible** – means the amount an individual and/or a family must pay toward Covered Services before Delta Dental begins paying for services under this Policy. The Deductible amount is shown in the Summary of Dental Plan Benefits.
- J. Delta Dental** – means, collectively, Renaissance Life & Health Insurance Company of America and Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing and/or administering dental benefit programs. Delta Dental Plan of Michigan is not a commercial insurance company. For purposes of this Policy, Delta Dental Plan of Michigan is the administrator.
- K. Delta Dental Plan** - means an individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.
- L. Delta Dental PPO (Point-of-Service) (PPO POS)** - means Delta Dental's national preferred provider organization that can reduce the out-of-pocket expenses for eligible people if they receive care from one of Delta Dental's PPO Dentists. This program has back-up coverage through Delta Dental Premier when treatment is received from a non-PPO Dentist.
- M. Delta Dental PPO (Standard) (PPO Standard)** - means Delta Dental's national preferred provider organization that can reduce the out-of-pocket expenses for eligible people if they receive care from one of Delta Dental's PPO Dentists.
- N. Delta Dental Premier** - means Delta Dental's national fee-for-service dental benefits program.
- O. Dentist** – means a person licensed to practice dentistry in the state or jurisdiction in which dental services are performed. This policy also provides for coverage of a dental hygiene therapist and independent practice dental hygienist. This definition controls over any exclusion to the contrary.
1. **Delta Dental PPO Dentist (PPO Dentist)** means a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental PPO.
  2. **Delta Dental Premier Dentist (Premier Dentist)** means a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental Premier.
  3. **Nonparticipating Dentist** means a Dentist who has not signed an agreement with Delta Dental to participate in Delta Dental PPO or Delta Dental Premier.
  4. **Out-of-Country Dentist** means a Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.
- PPO Dentists and Premier Dentists are sometimes collectively referred to herein as **“Participating Dentists.”** Wherever a definition or provision of this Policy differs from another state's Delta Dental Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.
- Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **“Non-PPO Dentists.”**
- P. Eligible Dependent** – means:
1. The Legal Spouse of the Insured; or
  2. Unmarried Children of the Insured or the Insured's Legal Spouse who have not yet reached the end of the calendar year of their 19<sup>th</sup> birthday; or
  3. Unmarried Children of the Insured or the Insured's Legal Spouse who are over age 19 and have not yet reached his or her 25<sup>th</sup> birthday, are a full-time student, and are eligible to be claimed by the Insured as a dependent under the U.S. Internal Revenue Code during the current calendar year; or
  4. Unmarried Children of the Insured or the Insured's Legal Spouse for whom the Insured or the Insured's Legal Spouse is financially responsible for the medical, health, or dental care under the terms of a

court decree or who have been named as alternate recipient, as defined in ERISA Section 609(a)(2)(C), under a qualified medical Child support order, as defined in ERISA Section 609(a)(2)(A); or

5. Unmarried or never married Children of the Insured or the Insured's Legal Spouse who have reached the end of the calendar year of his or her [19]<sup>th</sup> birthday and are both: (1) incapable of self-sustaining employment by reason of a mental or physical condition; and (2) chiefly dependent upon the Insured for support and maintenance. In the event that Delta Dental denies a claim under this Policy for the reason that the Child has attained the Limiting Age for dependent children, the Insured has the burden of establishing that the Child continues to meet the two criteria specified above. If requested by Delta Dental, the Insured shall submit medical report confirming that the Child meets the two criteria specified above. Proof of such continuing incapacity and dependency shall not be required more than once each year after two years following the Child's attainment of the limiting age.
  6. If an Eligible Dependent is a student and is unable to remain enrolled in school on a full-time basis due to a mental or physical illness or an accidental injury, coverage will be continued for such Eligible Dependent until he or she attains age 25. The Eligible Dependent must provide written documentation from a health care provider and the student's school that he or she is no longer enrolled in school on a full-time basis due to a mental or physical illness or accidental injury.
- Q. Insured** – means the person named in the application (sometimes referred to herein as “you”).
- R. Legal Spouse** – means a person who is any of the following: (a) the spouse of the Insured through a marriage legally recognized by the state in which this Policy was issued; or (b) the partner of the Insured through a civil union legally recognized by the state in which this Policy was issued [.] or [(c) the Domestic Partner of the Insured, so long as the requirements listed in the Summary of Dental Plan Benefits Section are met and proof that those requirements are met is provided to Delta Dental at its request].
- S. Maximum Approved Fee** – means a system used by Delta Dental to determine the approved fee for a given procedure for a given Participating Dentist. A fee meets Maximum Approved Fee requirements if it is the lowest of:
- The Submitted Amount
  - The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of Dentist's contractual agreement with another dental benefits organization.
  - The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region

and/or specialty, under normal circumstances, based upon applicable Participating Dentist schedules and internal procedures.

Delta Dental may also approve a fee under unusual circumstances.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for the Covered Service. In all cases, Delta Dental will make the final determination about what is the Maximum Approved Fee for a Covered Service.

- T. Maximum Payment** – means the maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. The Maximum Payment is specified in the Summary of Dental Plan Benefits.
- U. Nonparticipating Dentist Fee** - means the maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.
- V. Out-of-Country Dentist Fee** - means the maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.
- W. Out-of-Pocket Maximum** – means the maximum amount that you or your Eligible Dependent will pay for Covered Services during a Benefit Year as set forth in your Summary of Dental Plan Benefits.
- X. Plan** - means the arrangement for the provision of Benefits to eligible people established by this Policy.
- Y. Policy** – means this document, issued and delivered to the Insured. It includes the attached pages, the application, the Summary of Dental Plan Benefits, and any attached amendments.
- Z. Post Service Claims** - means claims for Benefits that are not conditioned on the eligible person seeking advance approval, certification, or authorization to receive the full amount for any Covered Services. In other words, Post Service Claims arise when the eligible person receives the dental service or treatment before the claim is filed for the Benefits.
- AA. PPO Dentist Schedule** – means the maximum amount allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Plan.
- BB. Premier Dentist Schedule** - means the maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Plan
- CC. Pre-Treatment Estimate**– means a voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available for a proposed dental treatment under the terms of your coverage. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment to you.
- A Pre-Treatment Estimate is for informational purposes only and is not required in advance of obtaining dental care or as a prerequisite or condition for approval of future dental benefits payment. The benefits estimate provided

on a Pre-Treatment Estimate notice is based on the information provided to Delta Dental and the benefits available to you and your Eligible Dependents on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time a dental service is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, this Policy's limitations and any other provisions, together with any additional information or changes to the dental treatment. A request for a Pre-Treatment Estimate is not a claim for Benefits or a preauthorization, precertification or other reservation of future Benefits.

**DD. Processing Policies** - means Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of claims. The Processing Policies may be amended from time to time.

**EE. Renaissance Life & Health Insurance Company of America** - An Indiana domiciled insurance company licensed to underwrite health and accident insurance. For the purposes of this Policy, Renaissance Life & Health Insurance Company of America is the underwriting carrier.

**FF. Submitted Amount** - means the amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge the covered individual for the difference between this amount and the amount Delta Dental approves for the treatment.

**GG. Summary of Dental Plan Benefits** - means a description of the specific provisions of your dental coverage. The Summary of Dental Plan Benefits is, and should be read as, a part of this Policy, and supersedes any contrary provision of the Policy.

### **INSURED PERSON'S ELIGIBILITY**

The persons insured on the effective date of this Policy will be the Insured and Eligible Dependents named in the application that has been approved by Delta Dental. The Summary of Dental Plan Benefits will have specific information about this Policy's rules for dependent eligibility. This Policy will be classified as follows:

**Individual Plan – Insured only**

**Individual plus Legal Spouse Plan – Insured and Legal Spouse only**

**Individual and One Child Plan**

**Individual and Two Children Plan**

**Individual and Three or more Children Plan**

**One Child Family Plan – Insured, Legal Spouse, and one Child**

**Two Child Family Plan – Insured, Legal Spouse, and two Children**

**Three or more Children Family Plan – Insured, Legal Spouse, and three or more Children**

### **ADDING NEW COVERED PERSONS**

**Adding an Adult (A Parent or Legal Spouse):** The Insured may add an adult to the Policy, including your Legal Spouse or a parent of insured Children. You must submit an application for Delta Dental approval and pay the added premium that is required. The adult will not be insured until Delta Dental (1) approves the application; and (2) gives written notice to you that the Policy is changed; and (3) receives the required premium.

The effective date of coverage will be on the written notice sent to you.

**Adding a Newborn or Adopted Child:** A newborn or adopted Child will be covered from the time of its birth or the earlier of the date of placement for adoption or the date of an entry of an order granting you custody of the Child for purposes of adoption until the 31st day after its birth or placement or entry of an order granting custody for adoption. A newborn or adopted Child may continue as a covered person after 31 days only if the following conditions are satisfied:

- You must ask for a Policy change and pay the increase in premium (if any). This must be done by the 31st day after the Child's birth or placement for adoption. If this is not done, the newborn or adopted Child will cease to be an Eligible Dependent as of the end of the 31st day.

**Adding a Child Under Guardianship:** A Child for whom you or your Legal Spouse is a court-appointed guardian will be covered from the date of the filing of the application for appointment of guardianship with a court of competent jurisdiction, subject to the terms of the Policy, until the 31st day after that date, unless the guardianship is disrupted prior to the date the court appoints you or your Legal Spouse as guardian and the Child is removed from your or your Legal Spouse's physical custody. The Child may continue as an Eligible Dependent after the 31st day only if Delta Dental has received both written notice of the Child's pending guardianship status and any additional premium required.

**Adding Other Eligible Children:** To add any other Child as an Eligible Dependent, you must: (1) submit an application for Delta Dental approval; and (2) pay any added premium that Delta Dental may require. The Child will not become an Eligible Dependent until Delta Dental has given notice to you of our approval, and Delta Dental has received the required premium. The effective date of coverage will be in the written notice sent to you.

### **SELECTING A DENTIST**

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at [www.deltadentalmi.com] or call [(800) 971-4108].

### **ACCESSING YOUR BENEFITS**

To utilize the coverage under your policy, follow these steps:

Please read this Policy and the Summary of Dental Plan Benefits carefully so you are familiar with the Benefits, payment methods, and terms of your Policy.

Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with your coverage or has questions about the Policy, have him or her contact Delta Dental by (a) writing Delta Dental, Attention: Customer Service, [P.O. Box 1596, Indianapolis, Indiana 46206], or (b) calling the toll-free number, [(800) 971-4108].

**Claim Forms:** Delta Dental does not require special claim forms. However, most dental offices have claim forms available. Participating Dentist offices will fill out and file claim forms for you. You may have to submit your own claim form if you receive treatment from a Nonparticipating Dentist. Claim forms are available at Delta Dental's website, [www.deltadentalmi.com], or you can call Customer Service at [(800) 971-4108] to request one.

Delta Dental, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Notice of Claim:** After you receive your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:

1. The Insured's full name and address
2. The Insured's Social Security number
3. The name and date of birth of the person receiving dental care
4. The Policy number

**Proof of Loss:** Claims and completed information requests should be mailed to:

**Delta Dental**  
**[P.O. Box 9085**  
**Farmington Hills, MI 48333-9085]**

All claims for Benefits must be filed within 12 months of the date the services were completed, unless the claimant was incapacitated. If it was not reasonably possible to give written proof within the time allowed, we shall not reduce or deny the claim for this reason if the proof is provided as soon as reasonably possible.

**Pre-Treatment Estimate:** A Pre-Treatment Estimate is not required to receive payment, but it allows claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a claim to Delta Dental for payment.

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all claims under this Policy are Post-Service Claims.

Pursuant to MRSA Section 2847-A, there is no prior authorization required for emergency treatment and Delta

Dental will impose no penalty for your failure to notify us prior to seeking such treatment.

**Time of Payment of Claims:** We will pay or deny each clean claim within 30 days after receipt. If we fail to pay or deny a clean claim in this time period, and we subsequently pay the claim, we will pay interest on such claim at the appropriate interest rate determined by applicable state law. If interest is due, the accrual will begin 31 days after the date the claim is filed. Accrual of interest stops when the claim is paid. As used here, a "clean claim" means a claim submitted by a Dentist for payment that has no defect, impropriety, or particular circumstance requiring special treatment preventing payment. If a submitted claim has deficiencies, we will notify the Dentist of such deficiencies not more than 30 days after receipt of the claim, with a description of any remedy necessary to establish a clean claim.

You may also appoint an authorized representative to deal with us on your behalf with respect to any benefit claim you file or any review of a denied claim you wish to pursue (see the Claims Appeal Procedure section). You should call Delta Dental's Customer Service department, toll-free, at [(800) 971-4108], or write them at [P.O. Box 1596, Indianapolis, Indiana 46206], to request a form to fill out designating the person you wish to appoint as your representative. While in some circumstances your Dentist may be treated as your authorized representative, generally only the person you have authorized on the last dated form filed with Delta Dental will be recognized. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate with you directly.

If you have any questions about your Policy, please call Delta Dental's Customer Service department, toll-free, at [(800) 971-4108]. You may also write to Delta Dental's Customer Service department at [P.O. Box 1596, Indianapolis, Indiana 46206]. When writing to Delta Dental, please include your name, the Policy number, the Insured's Member ID number, and your daytime telephone number.

## **RENEWABILITY AND TERMINATION OF POLICY**

### **RENEWABLE – PREMIUM MAY CHANGE**

**CONDITIONALLY:** You may keep this Policy in force by timely payment of the premiums. However, Delta Dental may refuse renewal due to:

- A. Non-payment of premiums, subject to the Grace Period provision; or
- B. Fraud or material misrepresentation made by or with the knowledge of the Insured or an Eligible Dependent applying for this coverage or filing a claim for Benefits; or
- C. The Insured engaging in intentional and abusive noncompliance with material provisions of the Policy; or
- D. The company ceasing to renew all Policies issued on this form to residents of the state where you live.

Delta Dental may refuse renewal for reasons (A) through (D) above as of any premium due date.

At least 30 days' notice of any non-renewal action permitted by this clause will be mailed to you at your last address as shown in Delta Dental's records. If Delta Dental fails to provide 30 days' notice of our intent to terminate coverage, your coverage will remain in effect until 30 days after notice is given or until the effective date of replacement coverage, whichever occurs first. However, no Benefits will be paid for expenses incurred during any period of time for which premium has not been paid.

**TERMINATION:** All insurance will cease on termination of the Policy. This Policy will terminate on:

- A. Non-payment of premiums when due, subject to the Grace Period provision; or
- B. The date Delta Dental receives a written request from you to terminate the Policy, or any later date stated in your request; or
- C. The date Delta Dental declines to renew the Policy as provided by the above renewal clause; or
- D. The date of your death, if this Policy is an Individual Plan.

Delta Dental will refund any premium paid and not earned due to Policy termination. The refund will be based on the number of full months that remain in the premium period.

If this Policy is other than an Individual Plan, it may be continued after your death: (a) by your Legal Spouse, if an Eligible Dependent; otherwise, (b) by the youngest Child who is an Eligible Dependent (if Children are covered under this Policy). The Policy will be changed to a plan appropriate, as determined by us, to the Eligible Dependents who continue to be covered under it. Your Legal Spouse, or youngest Child, will replace you as the Insured. A proper adjustment will be made in the premium required for the Policy to be continued. Delta Dental will also refund any premium paid and not earned due to the Insured's death. The refund will be based on the number of full months that remain in the premium period.

**Termination of Legal Spouse's Coverage:** The Insured's Legal Spouse will cease to be an Eligible Dependent at the end of the premium period in which you become legally divorced.

**Termination of a Child's Coverage:** A Child will cease to be an Eligible Dependent at the end of the premium period in which he or she ceases to be an Eligible Child.

A Child may continue as an Eligible Dependent (if Children are covered under your Plan) if:

- A. He or she ceases to be an Eligible Dependent solely because of reaching the limiting age of [19] (or [25] if enrolled as a full-time student at an accredited college or university); and
- B. He or she is not able to engage in self-sustaining employment due to mental impairment or physical disability.

The Child may continue as an Eligible Dependent for as long as he or she: (a) is not able to be so employed due to mental impairment or physical disability; and (b) is dependent on the Insured for financial support and maintenance. The Child will cease to be an Eligible Dependent and all coverage for the Child will end when he or she ceases to meet either of these two tests, or when coverage would otherwise terminate under this provision. The Child will be deemed to have ceased to qualify as an Eligible Dependent if:

- A. Delta Dental asks you for proof of his or her current status; and
- B. You fail to give us proof within 60 days after the date of our request.

Delta Dental may ask you to provide proof of the Child's status as often as we deem necessary; provided however, that Delta Dental will not ask you to give proof more than once each year.

**Benefits After Coverage Terminates:** Termination of coverage will be without prejudice to any claim for Covered Services incurred prior to the date coverage terminates. Benefits for Covered Services incurred after an Eligible Dependent ceases to be insured are provided for certain procedures. No Benefits are provided, however, if the Policy is terminated because of: (a) a request by the Insured; (b) fraud or material misrepresentation on your part; or (c) your failure to pay premiums. Certain procedures begun before the coverage terminates may be covered if the services were completed within a 30-day period measured from the date of termination. In those cases, Delta Dental will evaluate those services in progress to determine what portion may be paid by Delta Dental. The balance of the total fee is the Insured's responsibility.

**Third-Party Notice of Cancellation:** Maine Law provides for Third-Party Notice of Cancellation, which means the Insured is allowed the right to designate an additional person to receive notice of any intent to cancel a contract of coverage. The purpose of this rule is to reduce the danger that persons suffering from organic brain disease will lose their dental coverage because their medical condition caused them to neglect their premium payment obligations or made them unaware that their coverage would be terminating.

Under this Rule, the Insured is provided the right to:

- 1. Designate a third party to receive notice of cancellation;
- 2. Change the designation; and
- 3. Have the policy reinstated if the Insured suffers from organic brain disease and the grounds for cancellation was nonpayment of premium or other lapse or default on the part of the Insured.

To exercise this option, the Insured must request a Third-Party Notice Request Form; the forms will be mailed directly to the Insured within 10 days following receipt of the request.

At any time after submitting a completed Third-Party Notice Request Form, the designation may be changed upon written request of the Insured.

At least 10 days prior to cancellation of the policy, in addition to giving notice to the Insured in a manner consistent with the applicable law, we will give notice of the pending cancellation to the designated third party, if any, at the last address(es) provided. Such notice will state the reason for cancellation and the date coverage is to terminate. If cancellation is due to nonpayment of premium, the notice will include the amount of unpaid premium and the date by which payment must be made. If cancellation is for reasons beyond the Insured's control, the notice will so advise and explain the rights of continuation or conversion to individual coverage, if applicable.

## **GENERAL BENEFIT PROVISIONS**

### **Types of Dental Benefits**

Delta Dental agrees to provide Benefits to the eligible people under the policies and procedures of Delta Dental, including the Processing Policies, and under the terms and conditions of this Policy, including, but not limited to, the following categories, exclusions, and limitations.

Please note that certain Covered Services provided to individuals under the age of 19 are considered Essential Health Benefits and are subject to specific rules concerning applicable Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations. For a complete list of those services designated as Essential Health Benefits, as well as the applicable rules governing Essential Health Benefits, please see your Summary of Dental Plan Benefits. In the event an individual under the age of 19 receives a Covered Service designated as an Essential Health Benefit, the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in your Summary of Dental Plan Benefits shall be controlling. In no event will the general frequency limitations set forth in this Policy apply to any of the Covered Services listed as Essential Health Benefits in your Summary of Dental Plan Benefits. The remaining general exclusions and limitations found in this Policy shall only apply to a Covered Service designated as an Essential Health Benefit to the extent those general exclusions and limitations do not conflict with the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in your Summary of Dental Plan Benefits.

Benefits will be divided into the following categories **unless otherwise specified in the Summary of Dental Plan Benefits:**

#### **1. Diagnostic and Preventive Services**

##### **a. Diagnostic and Preventive Services**

Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. These services include examinations/evaluations, prophylaxes (cleanings), space maintainers, and fluoride treatments.

##### **b. Brush Biopsy**

Oral brush biopsy procedure to detect oral cancer. Using this diagnostic procedure, dentists can identify and treat abnormal cells that could become cancerous, or they can detect the disease in its earliest and most treatable stage.

##### **c. Emergency Palliative Treatment**

Emergency treatment to temporarily relieve pain.

##### **d. Radiographs**

X-rays as required for routine care or as necessary for the diagnosis of a specific condition.

##### **e. Sealants**

Services to seal the occlusal (biting) surface of permanent teeth to prevent decay.

#### **2. Basic Services**

##### **a. Minor Restorative Services**

Minor services to rebuild and repair natural tooth structure damaged by disease or injury. such as amalgam (silver) fillings, composite resin (white) fillings on anterior teeth, and prefabricated stainless steel crowns.

##### **b. Oral Surgery Services**

Extractions and other dental surgery, including tooth reimplantation, alveoloplasty, and other minor repairs of the tissue surrounding teeth.

##### **c. Endodontic Services**

Treatment of teeth with diseased or damaged nerves (for example, pulpal therapy and root canals).

##### **d. Periodontic Services**

The treatment of diseases of the gums and supporting structures of the teeth. Non-surgical treatment includes periodontal maintenance following active therapy, full mouth debridement, and scaling and root planing teeth. Surgical treatment includes gingivectomy, osseous surgery, and certain tissue grafts.

##### **e. Relines and Repairs**

Adjustments, relines, rebase and repairs to partial dentures and complete dentures, and repairs to bridges and implants.

##### **f. Other Basic Services**

Adjunctive and other miscellaneous services.

#### **3. Major Services**

##### **a. Major Restorative Services**

Major services to rebuild and repair natural tooth structure damaged by disease or injury, such as crowns and onlays, used when teeth cannot be restored with another filling material.

##### **b. Prosthodontic Services**

Services and appliances that replace missing natural teeth (such as bridges, implants, partial dentures, and complete dentures).

#### **4. Orthodontic Services**

Services, treatment, and procedures to correct malposed teeth (for example, braces) when deemed medically necessary.

## **EXCLUSIONS AND LIMITATIONS**

**Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits, and all charges for the following services will be the responsibility of the Insured:**

- 1.** Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or

similar entity. NOTE: This provision does not apply to any programs provided under Title XIX of the Social Security Act; that is, Medicaid or Medicare.

2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services started or appliances started before a person became eligible under this Policy. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia and intravenous sedation, unless medically necessary.
7. Charges for hospitalization, laboratory tests, and histopathological examinations.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental, that are investigational in nature including services or supplies required to treat complications from investigational procedures
11. Services or supplies, as determined by Delta Dental, which are specialized techniques.
12. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
13. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist or other dental professional, as determined by Delta Dental, under the scope of his or her license as permitted by applicable state law.
14. Services or supplies excluded by the policies and procedures of Delta Dental, including the Processing Policies.
15. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
16. Services or supplies received due to an act of war, declared or undeclared.
17. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
18. Services or supplies not within the categories of Benefits that have been selected and that are not covered under the terms of the Policy.
19. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
20. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
21. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
22. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.
23. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
24. Veneers.
25. Prefabricated crowns used as final restorations on permanent teeth for people over age 15.
26. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Policy.
27. Paste-type root canal fillings on permanent teeth.
28. Replacement, repair, relines, or adjustments of occlusal guards.
29. Chemical curettage.
30. Services associated with overdentures.
31. Metal bases on removable prostheses for people age 19 and over.
32. The replacement of teeth beyond the normal complement of teeth.
33. Personalization or characterization of any service or appliance.
34. Temporary crowns used for temporization during crown or bridge fabrication.
35. Posterior bridges in conjunction with partial dentures in the same arch.
36. Precision attachments and stress breakers.
37. Bone replacement grafts and specialized implant surgical techniques.
38. Radiographic/surgical implant index for people age 19 and over.
39. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
40. Orthodontic Services for Children under age 19 unless medically necessary and any Orthodontic Services for people age 19 and over.
41. Diagnostic photographs and cephalometric films for people age 19 and over, unless done for orthodontics and orthodontics are a Covered Service.
42. Myofunctional therapy.
43. Mounted case analyses.



**Delta Dental will make no payment for the following services. Participating Dentists may not charge eligible people for these services. All charges from Nonparticipating Dentists for the following services will be the responsibility of the Insured:**

1. The completion of forms or submission of claims.
2. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
3. Local anesthesia.
4. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
5. Infection control.
6. Temporary, interim, or provisional crowns.
7. Gingivectomy as an aid to the placement of a restoration.
8. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
9. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
10. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
11. Post-operative X-rays, when done following any completed service or procedure.
12. Periodontal charting.
13. Pins and preformed posts, when done with core buildups.
14. Any substructure when done for inlays, onlays, and veneers.
15. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
16. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
17. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
18. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
19. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling and root planing.
20. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
21. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.

22. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
23. Periapical and bitewing X-rays when done within seven days of panoramic or full mouth X-rays.

**The Benefits for the following services are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services that exceed these limitations will be the responsibility of the Insured. All time limitations are measured from the applicable prior dates of service in our records in any Delta Dental plan:**

1. Bitewing X-rays are payable twice per Benefit Year for individuals under age 19 and once per Benefit Year for individuals age 19 and over. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. A panoramic X-ray (including bitewings) is considered a full mouth X-ray.
2. Prophylaxes (cleanings) and periodontal maintenance are payable twice per Benefit Year
3. Oral exams or evaluations are payable twice per Benefit Year, regardless of the Dentist's specialty.
4. Preventive fluoride treatments are payable twice per Benefit Year for individuals under age 19.
5. Space maintainers are payable for individuals under age 19.
6. Sealants are payable once per tooth per three-year period on unrestored permanent molars for individuals under age 19. Preventative resin restorations are payable once per tooth per three-year period on permanent teeth for a moderate to high carries risk patient.
7. Prefabricated stainless steel crowns are payable once per tooth per five-year period for individuals under age 15.
8. Crowns, onlays and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth.
9. Crowns or onlays are payable only for extensive loss of tooth structure due to caries and/or fracture.
10. Individual crowns over implants are payable at the prosthodontic benefit level.
11. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for individuals under age 12.
12. An occlusal guard is payable once per Benefit Year for children from age 13 to age 19, and once per lifetime for individuals age 19 years of age and over.
13. For individuals under age 19, an interim partial denture is payable only for the replacement of permanent anterior teeth. For people 19 years of age or older, an interim partial denture is payable only for the replacement of permanent anterior teeth during the healing period.

**14. Prosthodontic Services limitations:**

- a. One complete upper and one complete lower denture are payable once in any five-year period.
- b. A removable partial denture, implant, or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
- c. Fixed bridges and removable cast partial dentures are not payable for individuals under age 16.
- d. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.
- e. Implant removal is payable once in any five-year period per tooth or area.

**15. Orthodontic Services limitations:**

- a. Orthodontic Services are payable for individuals under age 19 when deemed medically necessary.
- b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
- c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
- d. An observation and adjustment is payable twice in a 12-month period.

**16.** Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage as long as Delta Dental receives a claim for those services within one year of the date of service.

**17.** When services in progress are interrupted and completed later by another Dentist, Delta Dental will review the claim to determine the amount of payment, if any, to each Dentist.

**18.** Care terminated due to the death of an individual will be paid to the limit of Delta Dental's liability for the services completed or in progress.

**19.** Optional treatment: If an individual selects a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.

- a. Plastic, resin, porcelain fused to metal and porcelain crowns on posterior teeth – the Policy will pay only the applicable amount that it would pay for a full metal crown.
- b. Overdentures – the Policy will pay only the amount that it would pay for a conventional denture.
- c. Composite resin restorations on posterior teeth – the Policy will pay only the applicable amount that it would have paid for an amalgam restoration.
- d. Plastic, resin, porcelain/ceramic onlays – the Policy will pay only the applicable amount that it would pay for a metallic onlay.
- e. Inlays, regardless of the material used – the Policy will pay only the amount that it would pay for an amalgam or composite resin restoration (depending on the tooth being restored).
- f. All-porcelain/ceramic bridges – the Policy will pay only the applicable amount that it would pay for a conventional fixed bridge.
- g. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
- h. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.
- i. Stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.

**20. Maximum Payment:**

- a. The maximum benefits payable in any one Benefit Year will be limited to the Maximum Payment stated in the Summary of Dental Plan Benefits.
- b. Delta Dental's payment for Orthodontic Services will be limited to the annual or lifetime Maximum Payment stated in the Summary of Dental Plan Benefits.

**21.** If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.

**22.** Processing Policies may limit Delta Dental's payment for services or supplies.

**Delta Dental will make no payment for services or supplies that exceed the following limitations. However, Participating Dentists may not charge eligible people for these services or supplies when performed by the same Dentist or dental office. All charges from Nonparticipating Dentists for services that exceed these limitations will be the responsibility of the Insured. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan.**

1. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries and/or fractures.
2. Root planing is payable once in any two-year period.
3. Periodontal surgery is payable once in any three-year period.
4. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
5. Processing Policies may limit Delta Dental's payment for services or supplies.
6. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.

**Delta Dental will make no payment for services or supplies that exceed the following limitations for people age 19 and over. In addition, Participating Dentists may not charge any individual, regardless of age, for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Plan.**

1. Amalgam and composite resin restorations are payable once within a two-year period, regardless of the number or combination of restorations placed on a surface.
2. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.
3. Retention pins are payable once in a two-year period. Only one substructure per tooth is a Covered Service.
4. Tissue conditioning is payable twice per arch in any three-year period.
5. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.

## **CLAIM PROVISIONS**

### **Agreement**

Delta Dental agrees to make payments for Covered Services provided to the Insured and Eligible Dependents as described below and on the Summary of Dental Plan Benefits. The Plan that is chosen by the Insured and specified on the Summary of Dental Plan Benefits will determine how payment is made.

### **Payment of Claims**

Your Summary of Dental Plan Benefits will indicate whether the Plan you've selected is Delta Dental PPO (Standard) or Delta Dental PPO (Point-of-Service) and will also set forth your applicable Coinsurance. Remember, your actual out-of-pocket cost may be more if you receive treatment from a Nonparticipating Dentist.

#### **A. Delta Dental PPO (Standard):**

Whether your Dentist is a PPO Dentist or not, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule. Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Coinsurance, Copayments or Deductibles.

If your Dentist is not a PPO Dentist, but is a Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Coinsurance, Copayments or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will usually send payment to you, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

#### **B. Delta Dental PPO (Point-of-Service):**

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Coinsurance, Copayments or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will usually send payment to you, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

### **Claims Appeal Procedure**

Delta Dental will notify you or your authorized representative if you receive an adverse benefit determination after your claim is filed. An adverse benefit determination is any denial, reduction, or termination of the Benefit for which you filed a claim, or a failure to provide or to make payment (in whole or in part) of the Benefit you sought ("Adverse Benefit Determination").

This includes any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which Benefits are otherwise provided was experimental or investigational or was not medically necessary or appropriate.

If Delta Dental informs you that the Policy will pay the Benefit you sought but will not pay the total amount of expenses incurred, and you must make a payment to satisfy the balance, you may also treat that as an adverse benefit determination.

If you receive notice of an adverse benefit determination and you think that Delta Dental incorrectly denied all or part of your claim, you can take the following steps. First, you or your Dentist should contact Delta Dental's Customer Service department at their toll-free number, [(800) 971-4108], and ask them to check the claim to make sure it was processed correctly. You may also mail your inquiry to the Customer Service department at [P.O. Box 1596, Indianapolis, Indiana 46206]. When writing, please enclose a copy of your Explanation of Benefits and describe the problem. Be sure to include your name, your telephone number, the date, and any information you would like considered about your claim. This inquiry is not required and should not be considered a formal request for review of a denied claim. Delta Dental provides this opportunity for you to describe problems and submit information that might indicate that your claim was improperly denied and allow Delta Dental to correct this error quickly.

Whether or not you have asked Delta Dental informally, as described above, to recheck our initial determination, you can submit your claim to a formal review through the Formal Claims Appeal Procedure described below.

### **Formal Claims Appeal Procedure**

If you receive notice of an Adverse Benefit Determination, you, or your authorized representative, should seek a review as soon as possible, but you must file your request for review within 180 days of the date that you received that Adverse Benefit Determination.

To request a formal review of your claim, send your request in writing to:

**Dental Director  
Delta Dental Plan of Michigan, Inc.  
[P.O. Box 30416  
Lansing, MI 48909-7916]**

Please include your name and address, the Insured's Member ID number, the reason you believe your claim was wrongly denied, any other information you believe supports your claim, and indicate in your letter that you are requesting a formal appeal of your claim. You also have the right to review any documents related to the Policy. If you would like a record of your request and proof that Delta Dental received it, you should mail it certified mail, return receipt requested.

The Dental Director or any person reviewing your claim will not be the same as, nor subordinate to, the person(s) who initially decided your claim. The reviewer will grant no deference to the prior decision about your claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your claim even if the information was not available when your claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent Policy provisions(s) on which the denial is based, the applicable review procedures for dental claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your claim free of charge. This notice will also contain a description of any additional materials necessary to complete your claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

### **GENERAL PROVISIONS**

- A. Entire Contract; Changes:** This Policy constitutes the entire contract between the parties hereto. No change in this Policy will be effective until approved by an officer of Delta Dental. This approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.
- B. Time Limit on Certain Defenses:** A material misstatement by you in any application for this Policy may be used to void this Policy or to deny a claim. This action may be taken in the first three years of a person's coverage. After the three-year period, this action may be taken only for a fraudulent misstatement and non-payment of premium.
- C. Legal Actions:** No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy, unless prohibited by applicable state law. No such action may be brought after the expiration of three years from the time written proof of loss is required to be given.
- D. Change of Beneficiary:** Unless you make an irrevocable designation of beneficiary, the right to

change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

- E. Conformity With State Laws:** Any part of the Policy in conflict with the laws of the state where you live on the Policy's Effective Date is changed to conform to the minimum requirements of that state's laws.
- F. Change of Status:** You must notify Delta Dental of any event that changes the status of an Eligible Dependent. Events that can affect the status of an Eligible Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.
- G. Assignment:** Services and/or benefit payments are for the personal benefit of you and your Eligible cannot be transferred or assigned, other than to the extent necessary to allow direct payments to Participating Dentists.
- H. Right of Recovery:** If Delta Dental pays a claim for which another person or company is liable, Delta Dental has the right to recover its payment from the other person or company.
- I. Obtaining and Releasing Information:** While you are covered by Delta Dental, you agree to provide Delta Dental with any information it needs to process your claims and administer your Benefits. This includes allowing Delta Dental to have access to your dental records.
- J. Dentist-Patient Relationship:** Individuals are free to choose any Dentist. Each Dentist maintains the dentist-patient relationship with the patient and is solely responsible to the patient for dental advice and treatment and any resulting liability.
- K. Right of Recovery Due to Fraud:** If Delta Dental pays for dental services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of you and/or your Eligible Dependent, it may recover that payment from you and/or your Eligible Dependent. you and/or your Eligible Dependent authorizes Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you and/or your Eligible Dependent. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.

## PREMIUMS

- A. Premium Payment:** Each premium is to be paid on or before its due date. A due date is the last day of the period for which the preceding premium was paid. Premium is to be paid annually. Delta Dental will also accept monthly premiums only when paid by credit card or automatic withdrawal, or when paid with our prior consent. Each premium is to be paid at the administrator's office.

From time to time, Delta Dental may change the rate tables used for this Policy form. Each premium will be based on the rate table in effect on that premium's due date. The Policy plan, age, and sex of Insured, length of time the Policy has been in force, and place of residence on the premium due date are factors used in determining premium rates. Delta Dental will make no change in your premium solely because of claims made under this Policy. At least 60 days notice of any rate change as permitted by this clause, will be mailed to you at your last address as shown in our records.

- B. Grace Period:** This Policy has a 31-day grace period (the "Grace Period"). This means that if a premium, other than the initial premium, is not paid by the date it is due, it may be paid during the following 31 days. Your Policy will remain in force during this Grace Period. The Grace Period will not apply if, at least 30 days before the due date, Delta Dental has delivered or mailed to your last known address a written notice of our intent not to renew this Policy.
- C. Reinstatement:** If you do not pay the premium by the end of the Grace Period, your Policy will lapse. This Policy may be reinstated, but Delta Dental may require an application. You must also pay the premium to Delta Dental.

If an application is not required, your Policy will be reinstated when the premium is accepted. If an application is required, and a conditional receipt is issued, your Policy will be reinstated when the application is approved by Delta Dental. If the application is disapproved, your Policy will not be reinstated. If the application is received by Delta Dental, but is neither disapproved in writing nor approved, your Policy will be reinstated 45 days after the date of the conditional receipt.

Premium accepted for reinstatement may be applied to a period for which premium had not been paid. The period for which back premium may be required will not begin more than 60 days before the date of reinstatement.

The reinstated Policy will cover only loss that results from an injury sustained after the date of reinstatement or sickness that starts more than ten days after such date.

A change may be made in your Policy in connection with the reinstatement. These changes will be sent to you for you to attach to your Policy. In all other respects, you and Delta Dental will have the same rights as before your Policy lapsed.

- D. Misstatement of Age or Sex:** If you or your Eligible Dependent's age or sex has been misstated, the Benefits may be adjusted, based on the relationship of the premium paid to the premium that should have been paid, based on the correct age or sex.